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IN THE UNITED STATES DISTRICT COURT,
FOR THE MIDDLE DISTRICT OF ALABAMA

2018 SEP 20 A 9:35

NORTHERN DIVISION

DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA

RICKY LETT

2:18-cv-810-WKW

PLAINTIFF

v.

BAYVIEW LOAN SERVICING, LLC.

DEFENDANT

Complaint

Come now the Plaintiff Rickey Lett, Pursuant to Rule 1 of the Federal Rules of Civil Procedure and Order of the Court.

PARTIES

1. The Plaintiff Rickey Lett, is over the age of Nineteen (19) years, Citizen of the United States and State of Alabama and reside at 1249 Sandlewood Drive Montgomery, Alabama 36117.

2. The Defendant Bayview Loan Servicing LLC. P. O. Box 650091 Dallas, Texas 75265-0091.

3. The Defendant Bayview Loan Servicing, LLC. 4425 Ponce De Leon Blvd. 5th Floor Coral Gables, FL 33146

JURISDICTION

3. Jurisdiction is proper Pursuant to 28 U.S.C. § 1332 because Plaintiff and Defendant are diverse as to their citizenship and Plaintiff demands an amount in relief \$800,000.

VENUE

Venue is proper in the United States District Court for the Middle District of Alabama Northern Division for the Defendant pursuant to 28 U.S.C. § 1391(b).

Racketeering: (RICO) originally, an organized conspiracy to commit extortion. Pub. L., 91-452 § 1,84 Stat. 922 (1970) the Organized Crime Control Act of 1970 (18 U.S.C. §§ 1961-68).
SS

Breach of Contract: a party's failure to perform some contracte~~d~~ for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
682 F. 2d 883,885.

Extortion: at common law, the corrupt collection by public official under color of office of an excessive or unauthorized fee. Model Penal Code § 223,4 see 148 A. 2d 848,850; 2 Mass. 522,523; 160 F 2d 754,756.

Tort: a wrong, a private or civil wrong or injury resulting from a breach of a legal duty that exists by virtue of society's expectations regarding interpersonal conduct, rather than by contract or other private relationship.²⁵⁶
N.E. 2d 254,259.

' Breach of Duty: a failure to perform a duty owed to another or society; failure to exercise that care which a reasonable man would exercise under similar circumstances. 56 A. 498,500.

Breach of Promise: failure to do what one promises, where he or she has promised it in order to induce action in another. The phrase is often used as shorthand for "breach of the promise of marriage".

Damages: monetary compensation which the law awards to one who has been injured by the action of another; recompense for a legal wrong such as a Breach of Contract or a Tortious act.

STATEMENT OF THE FACTS

1. On or about May 3, 2017 the Plaintiff Mortgage account was transferred from CitiFinancial 1960 Gadsden HWY Cedar Creek Plaza #116 Birmingham, Alabama 35235, to Bayview Loan Servicing LLC. P. O. Box 650091 Dallas, Texas 75265-0091.

2. The Disclosure Statement, Note and Security Agreement which the Plaintiff signed with CitiFinancial Corporation LLC. 5757 Atlanta HWY Montgomery, Alabama 36117 in January 18, 2006 transferred with a Annual Percentage Rate (The cost of Borrower's credit as a yearly rate 11.75%).(A copy of the Disclosure Statement, Note and Security Agreement is attached). Fed.R.Civ.P.11. (PRE-CLOSE LOAN OFFER SUMMARY) (real estate loan-FIXED RATE)

3. From May 3, 2017 to August 31, 2018 the Defendant Bayview Loan Servicing LLC. of Dallas, Texas improperly used a different interest rate of 11.292% with the Plaintiff's Mortgage payments each month from May 3, 2017 to August 31, 2018.

4. The Defendant Bayview Loan Servicing LLC. of Dallas, Texas possesse a duty to the Plaintiff, Rickey Lett when the Disclosure Statement, Note and Security Agreement had been signed with CitiFinancial Corporation LLC. OF Montgomery, Alabama which was 11.75% in January 18, 2006.

In Pursuant to Rule 8 (a)1,2 A demand for relief is sought.

5. As a result of the Defendant's breach of duty the Plaintiff was denied financial rights to the contract agreement which is the Disclosure Statement, Note and Security Agreement of 11.75% which the Plaintiff signed in January 18, 2006.

6. As a further result the defendant breach of duty deceive the plaintiff in paying more interest with 11.292% each month than the Disclosure Statement, Note and Security Agreement was agreed upon which is 11.75%.

,7.,As a result of the defendant breach of duty, the defendant willfully and intentionally fail permanently to abide by the Disclosure Statement, Note and Security Agreement that had been signed with CitiFinancial Corporation LLC. of Montgomery, Alabama on January 18 2006.

In Pursuant to Rule 38 Right to a Jury Trial: Demand.

8. As a result of the defendant breach of duties the Plaintiff suffered a pattern of illegal activity of extortion in his house payments from May 3, 2017 to August 31,2018.

9. The Plaintiff has made all relevant payments timely and as required by the Plaintiff's contract agreement with the Defendant Bayview Loan Servicing LLC.

10. The Plaintiff suffered damages, loss of money, time opportunity and a host of other losses.

COUNT ONE

Breach of Contract

11. The Plaintiff re-alleges all prior paragraphs of the Complaint as if set forth fully herein.

12. The Plaintiff has a mortgage contract with the Defendant Bayview Loan Servicing, LLC the same Contract from CitiFinancial.

13. The contract specifies a 11.75% interest rate, when from May 3, 2017 to August 31, 2018 the Defendant has charged an interest rate of 11.292% opposed to the Mortgage agreement.

14. The Plaintiff has suffered damages, loss of money, time, opportunity and host of other losses.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff seeks the following relief:
all relief this Court deems necessary in the interest
of justice, any other relief as may be appropriate
including equitable relief, injunctive relief,
compensatory, extraordinary, punitive, liquidated
damages, fees and costs.

9-20-18

DATE

Rickey Lett
RICKEY LETT

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served on the following party U.S. Postal Service Certified Mail prepaid on this the 20 th day of September 2016.

BAYVIEW LOAN SERVICING, LLC.

P.O. BOX 650091

DALLAS, TEXAS 75265-0091

Rickey Lett

RICKY LETT

1249 SANDLEWOOD DR

MONTGOMERY, ALABAMA 36117

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